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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1894.

NO. 166.

THE UNITED STATES, PLAINTIFF IN ERROR,

vs.

GEORGE H. PIATT AND MONROE SALISBURY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF CALIFORNIA.

FILED MAY 16, 1891.

(14643.)

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1 *Complaint.*

In the United States circuit court, ninth circuit, district of California.

UNITED STATES OF AMERICA, PLAINTIFF,
vs.
GEORGE H. PIATT AND MONROE SALISBURY, defendant,

The United States of America, the plaintiff above named, by its attorney, S. G. Hilborn, esq., complains against George H. Piatt and Monroe Salisbury, the defendants herein, and for cause of complaint shows the court

I.

That on the fifteenth day of March, eighteen hundred and seventy-eight, the said defendant, George H. Piatt, as principal, and Elijah M. Dumphey, John R. Wilson and Christian Henck, as sureties, entered into a contract with the plaintiff, acting in that behalf through and by
2 D. M. Key, its Postmaster-General, in which said contract the said defendant, George H. Piatt, agreed and undertook, for in consideration of the sum of $16,500 per year, to carry the United States mail upon the route then known as No. 36107, being the route between Bozeman in the Territory of Montana, by way of Shields River, Crow Agency, Stillwater, Head of Navigation, Pompeys Pillar, Fort Peace, and Big Horn City to Tongue River and back three times a week for and during the term of four years, beginning on the first day of July, eighteen hundred and seventy-eight, and ending on the thirtieth day of June, eighteen hundred and eighty-two.

That in pursuance and by virtue of said contract the defendant, George H. Piatt, on the first day of July, eighteen hundred and seventy-
3 eight, entered upon the performance of said service in a manner acceptable to the plaintiff.

That the contract hereinbefore mentioned was subject to and contained written thereon, among other things, certain conditions, stipulations, and agreements, all of which are contained in a copy of said contract hereto annexed, marked Exhibit A, and made a part hereof.

That the said contract, after being duly executed by the said defendant, George H. Piatt, and by the sureties above named, and duly accepted and approved by the plaintiff through and by said D. M. Key, Postmaster-General as aforesaid, was and now is on file in the Post-Office Department of the United States.

That on the fifteenth day of August, eighteen hundred and seventy-eight, the said defendant, George H. Piatt, by a certain power of attorney
4 duly executed, authorized and empowered the defendant, Monroe Salisbury, in his, the said Piatt's name, place, and stead, to collect from the Auditor of the Treasury for the Post-Office Department any and all pay that might become due from the said Post-Office Department for carrying the mails on the said route No. 36107, and giving to said Monroe Salisbury certain other powers therein specially enumerated; all of which will fully appear from a copy of said power of attorney hereto

annexed marked Exhibit B, and made a part hereof. And said power o attorney was thereafter filed in the said Post-Office Department.

That subsequently thereto, to wit, on the thirteenth day of December, eighteen hundred and seventy-eight, by another instrument in writing duly executed, the said defendant, George H. Piatt, did sublet and sub-
5 contract the carrying of the mail of this plaintiff on the said route No. 36107 to the defendant, Monroe Salisbury; that said subcontract was made and executed with the assent and permission of the Postmaster-General, and was thereafter duly filed in the Post-Office Department. A copy of said subcontract is hereto annexed, Exhibit C, and made a part hereof.

That in pursuance of the contract, hereinbefore mentioned, between this plaintiff and George H. Piatt, the said Piatt on the first day of July, eighteen hundred and seventy-eight, entered upon the performance of said service in a manner acceptable to this plaintiff, and continue' to perform said service until the thirteenth day of December, eighteen hundred and seventy-eight, when, by virtue of the subcontract last above referred to, and hereto annexed, the carrying of the mail on said route was sublet to the defendant, Monroe Salisbury, and said service was thereafter
6 performed by said Salisbury during the remainder of the contract term, that is to say, until the thirtieth day of June, eighteen hundred and and eighty-two. That in accordance with the terms of the original contract, and as afterwards amended and changed in the manner hereinafter set forth, there were paid to the said defendants such sums as were stipulated and agreed upon for the services so rendered under the said original contract, and as so amended and altered and changed.

II.

That for the purpose of facilitating and expediting the service of carrying the United States mail between Bozeman and Tongue River and the intermediate places set forth and mentioned in said contract, the Post-Office Department of the United States, did, by a certain order, issued on the fifth day of December, eighteen hundred and seventy-eight,
7 agree and consent with the said defendant, George H. Piatt, to expedite the said mail service by shortening the schedule of departures and arrivals upon the said route from the sixteenth day of December, eighteen hundred and seventy-eight.

That in pursuance of the order so issued by said Post-Office Department, as aforesaid, the running time upon said route and reduced from 132 hours to 72 hours in summer and 96 hours in winter, and an additional sum was allowed for such expedition, or increase of speed, of $16,500 per annum, said allowance being made in supposed accordance with the provisions of section 3961 of the Revised Statutes of the United States.

That on the seventeenth day of January, eighteen hundred and seventy-nine, an order was made by the Post-Office Department making an allowance, for increased distance on the said route of 35 miles, of the
8 sum of $3,542.92 per annum from the twenty-fifth day of January, eighteen hundred and seventy-nine, said allowance being made pro rata upon the basis of the compensation previously allowed upon said route.

That on the fifteenth day of July, eighteen hundred and seventy-nine, an order was made by said Post-Office Department, to take effect August first, eighteen hundred and seventy-nine, increasing the service upon said route to seven trips per week and making an additional allowance therefor of $48,723.89 per annum, said allowance being made pro rata upon the basis of the compensation previously allowed upon said route.

III.

That the said defendants, George H. Piatt and Monroe Salisbury, consented to the terms and conditions set forth and mentioned in the said orders relative to the expediting and increasing the said mail service upon the line of said route No. 36107, hereinbefore mentioned.

9 IV.

That by reason of said agreement and consent to the terms and conditions set forth and mentioned in said orders, on the part of the said defendants, the original contract executed by the said defendant George H. Piatt, on the 15th day of March, 1878, was and became amended, altered, and changed, and the same so amended, altered, and changed was accepted, and the said defendants then and there entered into the performance of the terms and conditions of the said contract so amended, altered, and changed and so accepted, in pursuance of said orders.

V.

That said defendant George H. Piatt, by means of certain false and fraudulent representations, set forth in a certain sworn statement, dated August 16, 1878, made and presented to the Post-Office Department, relative to the expediting and facilitating of the service of carrying the mail of the United States on the route aforesaid, did procure the said order, issued on the 5th day of December, 1878, by the said Post-Office Department, and also the said orders issued on 17th day of January, 1879, and the 15th day of July, 1879, respectively, in so far as said two last-mentioned orders had the effect to increase the allowance for expedition of service upon the said route, thereby amending, altering, and changing said original contract.

10

That the said defendant George H. Piatt falsely and fraudulently stated and represented in said sworn statement so made by him and presented to the Post-Office Department of the United States that for the purpose of performing said service of carrying the mail of the United States upon said route three times a week, on a schedule of 132 hours, required 26 men and 90 horses, and that to perform said service on a schedule of 72 hours in summer and 96 hours in winter would require 48 men and 200 horses.

11

That the said order for additional allowance issued December 5, 1878, and said orders dated January 17, 1879, and July 15, 1879, respectively (in so far as the said last-mentioned orders had the effect to increase the allowance for expedition of mail service upon said route), were made solely upon the basis of the said statement made and sworn to on the 16th day of August, 1878, by the said defendant George H. Piatt, which said

statement was presented by or on behalf of the said defendant to the Post-Office Department, a copy of which said sworn statement is hereto annexed, marked Exhibit D, and made a part hereof.

12

VI.

That the said representations so made in said sworn statement by the said defendant George H. Piatt to the said Post-Office Department of the United States were wholly false and fraudulent in this: That it was therein alleged that for the purpose of performing the service of carrying the mail on the said route, No. 36107, upon the then existing schedule of 132 hours, it required 26 men and 90 horses, and that upon the proposed expedited schedule of 72 hours in summer and 96 hours in winter it would require 48 men and 200 horses, thereby indicating an apparent increase in the number of men and horses necessitated by the order of the Post-Office Department expediting the said schedule of 22 men and 110 horses; which said representations were false, as the said defendant

13 Piatt then and there well knew.

Whereas, in truth and in fact, neither the said defendant George H. Piatt, nor the defendant Monroe Salisbury, acting for or under him, ever required or used in performing the service of carrying said mail on said route upon the expedited schedule, either three times per week or seven times per week, more than 34 men and 100 horses, being 14 men and 100 horses less than the said Piatt alleged in his said sworn statement were necessary for performing said expedited service three times per week.

That by means of the said statements and representations, so falsely and fraudulently made by the said defendant George H. Piatt, and by means of false and fraudulent vouchers presented to the said Post-Office Department of the United States, the said defendants, George H. Piatt

14 and Monroe Salisbury, were paid by and received from this plaintiff a larger sum of money than they were lawfully entitled to for the performance of said mail service under said contract as amended, altered, and changed as aforesaid.

That the sum so received by the said defendants from this plaintiff by means of said statements and representations so falsely and fraudulently made in said sworn statement, and said false and fraudulent vouchers presented to the Post-Office Department of the United States for said mail service performed during the time of said contract, that is to say, between the 1st day of July, 1878, and the 30th day of June 1882, was $261,016.50, being $99,556.20 in excess of the amount said defendants were

15 legally entitled to receive, and the said false statements and representations were designed to mislead and did mislead the Post-Office Department of the United States.

That the said defendants were entitled to receive from this plaintiff for the service so performed by them in carrying the said mail during the time herein last before mentioned the sum of $148,438.23 and no more.

VII.

That by reason of the premises hereinbefore mentioned plaintiff has sustained damages amounting to $99,556.20, being the sum of money so paid to said defendants, George H. Piatt and Monroe Salisbury, by means

of the false and fraudulent representations, so made in said sworn statement, and the said false and fraudulent vouchers so made and presented to the Post-Office Department, and in excess of the service actually performed by them or either of them.

16 That the said sum of $99,556.20 has been demanded by the plaintiff from said defendants, George H. Piatt and Monroe Salisbury, but that said defendants have utterly failed, neglected, and refused, and still do fail, neglect, and refuse to pay the same or any part thereof.

Wherefore plaintiff demands judgment against defendants for the said sum of ninety-nine thousand five hundred and fifty-six dollars and twenty cents, with interest thereon from the 21st day of August, 1882, at the rate of six per centum per annum, together with the costs of this suit.

2D COUNT.

And for a further cause of action the said plaintiff alleges that the said defendants, George H. Piatt and Monroe Salisbury, on the 21st day of August, 1882, were indebted to the said plaintiff in the sum

17 of ninety-nine thousand, five hundred and fifty-six dollars and twenty cents for so much money by the said defendants before that time had and received to and for the use of the said plaintiff which said sum of money the said plaintiff avers was then due and payable, yet the said defendants, although often so requested so to do, have not paid said sum of money nor any part thereof.

Wherefore plaintiff demands judgment against defendants for the said sum of ninety-nine thousand five hundred and fifty-six dollars and twenty cents, with interest thereon from the 21st day of August, 1882, at the rate of six per centum per annum, together with the costs of this suit.

18 3RD COUNT.

And for a further cause of action the said plaintiff alleges that from and after the 1st day of July, 1878, up to and including the 30th day of June, 1882, the defendant George H. Piatt was the contractor, and that from the 13th day of December, 1878, the defendant Monroe Salisbury was a subcontractor under said Piatt, for carrying the United States mail upon the mail route then known and designated as route No. 36107, from Bozeman to Tongue River, in the Territory of Montana. That on the 5th day of December, 1878, an order was made by the Postmaster-General, to take effect the 16th day of said month, expediting the schedule and reducing the running time for carrying the mail on said route from 132 hours, as originally provided, to 72 hours in summer and 96 hours in win-

19 ter, and allowing an additional sum therefor of $16,500 per annum, in supposed accordance with the provisions of law as contained in section 3961 of the Revised Statutes of the United States.

That the said order for additional allowance was made solely upon the basis of a certain statement made and sworn to on the 16th day of August, 1878, by the defendant George A Piatt, which said statement was presented by and on behalf of both the said defendants, Piatt and Salisbury, to the Postmaster-General, and a copy of which is hereto annexed, marked Exhibit D, and made a part hereof.

That subsequently thereto, to wit, on the 17th day of January, 1879, an order was made by the Postmaster-General allowing the sum of

$3,542.92 per annum additional for increase of distance upon
20 the said route, to take effect January 25, 1879, said sum being a pro rata allowance based upon the compensation then being paid to the said defendants under and by virtue of the original contract and the order of December 5, 1878, hereinbefore referred to.

That on the 15th day of July, 1879, by a further order made by the Postmaster-General, to take effect the 1st day of August, 1879, the service upon said route was increased from three to seven trips per week and the additional sum of $48,723.89 per annum was allowed therefor, being also pro rata computed upon the compensation then being paid to the defendants under and by virtue of the original contract and the orders, hereinbefore mentioned, of December 5, 1878, and January 17, 1879, respectively.

21 That the said additional allowance' made as aforesaid were thereafter from time to time paid to the said defendants, George H. Piatt and Monroe Salisbury, and to sundry and divers persons acting for and on behalf of said defendants, and duly authorized and empowered to receive the same for and upon their account.

The plaintiff further says that the allegations in the said sworn statement presented to the Postmaster-General, as aforesaid, upon the basis of which the said additional allowance' were ordered and payments made as aforesaid, were false and untrue, as the defendants then and there well knew, in this: That it was therein alleged that the number of men and horses required to perform the mail service upon the said route three
22 times per week upon the existing schedule of 132 hours, was 26 men and 90 horses, and that upon the proposed schedule of 72 hours in summer and 96 hours in winter it would require 48 men and 200 horses, thus showing an apparent increase in the number of men and horses required by said change of schedule, for service three times per week, of 22 men and 110 horses.

Whereas, in truth and in fact, the number of men and horses required and actually employed in performing said service seven times per week upon the expedited schedule did not exceed 34 men and 100 horses, being 14 men and 100 horses less than said defendant Piatt alleged in his said sworn statement were required for performing the said service three times per week. And the said false allegations were designed to mislead and did mislead the Postmaster-General.

23 And the plaintiff further says that by reason of the said false allegations in the statement aforesaid, the plaintiff's officers were induced to pay the moneys aforesaid from time to time between the 1st day of July, 1878, and the 21st day of August, 1882, amounting in the aggregate to the sum of $99,556.20, which sum was paid by the plaintiff's officers to the defendants, as above set forth, in mistake of fact, and was received by the said defendants contrary to the provisions of section 3961 of the Revised Statutes of the United States. Said payments are more fully and at length set out in the statement hereto annexed, marked Exhibit E, and made a part of this complaint. Said exhibit also shows the amount which the said defendants were lawfully entitled to receive upon the
24 basis of the actual increase in stock and carriers consequent upon the reduction in the running time upon said route from 132 hours to 72 hours in summer and 96 hours in winter, as hereinbefore mentioned.

Wherefore plaintiff demands judgment against defendants for the said sum of ninety-nine thousand five hundred and fifty-six dollars and twenty cents, with interest thereon from the 21st day of August, 1882, at the rate of six per centum per annum, together with the costs of this suit.

S. G. HEILBORN,
United States Attorney.
GEO. L. DOUGLASS,
Of Counsel.

25 *Exhibit A.*

POST-OFFICE DEPARTMENT,
Washington, D. C., Oct. 3rd, 1884.

I certify that the annexed is a true copy taken from the files and records of this Department.

In testimony whereof I have hereto set my hand and caused the seal of the Post-Office Department to be affixed the day and year above written.

[SEAL.]

H. D. LYMAN,
Acting Postmaster-General.

1880–'84.

United States of America, Helena, Lewis & Clark Co., Mont.

No. 36107. $16,500 per annum.

This article of contract, made the 15th day of March, eighteen hundred and seventy-eight, between the United States of America
26 (acting in this behalf by the Postmaster-General) and Geo. H. Piatt, contractor, and [insert here the names of sureties and their P. O. address] Elijah M. Dumphey, of Helena, Mont., John R. Watson, of Helena, Mont., and Christian Kenck, of Helena, Mont., as his sureties—

Witnesseth, That whereas Geo. H. Piatt has been accepted, according to law, as contractor for transporting the mail on route No. 36107, from Bozeman, Mont., by Shields River, Crow Agency, Stillwater, Head of Navigation (n. o.), Pompey's Pillow (n. o.), H. Pease (n. o.), and Big Horn City (n. o.), to Tongue River and back, three times a week, by a schedule satisfactory to the Department, at sixteen thousand five hundred dollars per year, for and during the term beginning July first, eighteen hundred and seventy-eight, and ending Junethirtieth, eighteen hundred and eighty-two: Now, therefore the said contractor and his sureties
27 do, jointly and severally, undertake, covenant, and agree with the United States of America, and do bind themselves:

1st. To carry said mail with certainty, celerity, and security, using therefor such means as may be necessary to transport the whole of said mail, whatever may be its size, weight, or increase during the term of this contract, and within the time fixed in the annexed schedule of departures and arrivals; and so to carry until said schedule is altered by the authority of the Postmaster-General of the United States, as hereinafter provided, and then to carry according to such altered schedule; and in all cases to carry said mail in preference to passengers and freight, and to their entire exclusion if its weight, bulk, or safety shall so require.

And that they will carry the mail upon demand, by any conveyance which said contractor regularly runs, or is concerned in running,
28 on the route, beyond the number of trips above specified, in the same manner and subject to the same regulations as are herein provided touching regular trips.

2nd. To carry the mail in a safe and secure manner, free from wet or other injury, under a sufficient oilcloth or bearskin, if carried on a horse and in a boat; under the driver's seat, if carried in a coach or other vehicle.

3d. To take the mail and every part thereof from, and deliver it and every part thereof, at each post-office on the route, or that may hereafter be established on the route (or on any route that may hereafter be established, and to which this contract may be extended, as hereinafter provided), and into the post-office at each end of the route, and into the post-office, if one is there kept, at the place at which the carrier stops for the night; and if no post-office is there kept, to lock it up in some secure place at the risk of the contractor.

29 They also undertake, covenant, and agree with the United States of America, and do bind themselves jointly and severally as aforesaid, to be accountable and answerable in damages for the person to whom the said contractor shall commit the care and transportation of the mail, and his careful and faithful performance of the obligations assumed herein and those imposed by law, not to commit the care or transportation of the mail to any person under sixteen years of age; to discharge any carrier of said mail whenever required so to do by the Postmaster-General; not to transmit by themselves, or either of them, or either of their agents, or be concerned in transmitting, commercial intelligence more rapidly than by mail; not to carry, otherwise than in the mail, letters, packets, or
30 newspapers which should go by mail, or carry or transport any person engaged in carrying letters, packets, or newspapers, which should go by mail; to carry post-office blanks, mail locks and bags, and other postal supplies and also the special agents of the Department on the exhibition of their credentials, if a coach or other suitable conveyance is used, without additional charge; to collect quarterly, if required by the Postmaster-General, of postmasters on the route the balances due from them to the United States on their quarterly returns, and faithfully to render an account thereof to the Postmaster-General in the settlement of the quarterly accounts of said contractor, and to pay over to the
31 Auditor of the Treasury for the Post-Office Department, on the order of the Postmaster-General, all balances remaining in his hands.

For which services, when performed, the said Geo. H. Piatt, contractor, is to be paid by the United States the sum of sixteen thousand five hundred dollars a year, to wit: Quarterly, in the months of November, February, May, and August, through the postmasters on the route, or otherwise, at the option of the Postmaster-General; said pay to be subject, however, to be reduced or discontinued by the Postmaster-General, as hereinafter stipulated, or to be suspended in case of delinquency.

It is hereby stipulated and agreed by the said contractor and his sureties that the Postmaster-General may discontinue or extend this contract, change the schedule and termini of the route, and alter, increase, decrease,

or extend the service, in accordance with law, he allowing a pro rata
32 increase of compensation for any additional service thereby required, or for increased speed, if the employment of additional stock or carriers is rendered necessary; and, in case of decrease, curtailment, on discontinuance of service, as a full indemnity to said contractor, one month's extra pay on the amount of service dispensed with, and a pro rata compensation for the service retained: Provided, however, that in case of increased expedition, the contractor may, upon timely notice, relinquish the contract.

It is hereby also stipulated and agreed by the said contractor and his sureties, as aforesaid, that they shall forfeit—

1. The pay of a trip when it is not run, and, in addition, if no sufficient excuse for the failure is furnished, an amount not more than three times the pay of the trip.

33 2. At least one-fourth of the pay of a trip when the running is so far behind time as to fail to make connection with a depending mail.

3. For violating any of the foregoing provisions touching the transmission of commercial intelligence more rapidly than by mail; or giving preference to passengers or freight over the mail or any portion thereof, or for leaving the same for their accommodation; or carrying, otherwise than in the mail, matter which should go by mail; or transporting persons engaged in so doing, with knowledge thereof, a penalty equal to a quarter's pay.

4. For violating any other provision of this contract touching the carriage of the mails, or the time and manner thereof, without a satisfactory explanation of the delinquency, in due time, to the Postmaster-General, a penalty in his discretion. That these forfeitures may be increased
34 into penalties of a higher amount, in the discretion of the Postmaster-General, according to the nature or frequency of the failure and the importance of the mail: Provided, that except as herein otherwise specified, and except as provided by law, no penalty shall exceed three times the pay of a trip in each case.

And it is hereby further stipulated and agreed by the said contractor and his sureties that the Postmaster-General may annul the contract for repeated failures; for violating the postal laws; for disobeying the instructions of the Post-Office Department; for refusing to discharge a carrier when required by the Department; for transmitting commercial intelligence or matter which should go by mail, contrary to the stipulations herein; for transporting persons so engaged as aforesaid; whenever the contractor shall become a postmaster, assistant postmaster, or member
35 of Congress, and whenever, in the opinion of the Postmaster-General, the service can not be safely continued, the revenues collected, or the laws maintained on the road or roads herein.

And it is hereby further stipulated and agreed that such annulment shall not impair the right to claim damages from said contractor and his sureties under his contract; but such damages may, for the purpose of set-off or counterclaim, in the settlement of any claim of said contractor or his sureties against the United States, whether arising under this contract or otherwise, be assessed and liquidated by the Auditor of the Treasury for the Post-Office Department.

And it is hereby stipulated and agreed by the said contractor and his sureties that this contract may, in the discretion of the Postmaster-
36 General, be continued in force beyond its express terms for a period not exceeding six months, until a new contract with the same or other contractors shall be made by the Postmaster-General.

And this contract shall, in all its parts, be subject to the terms and requirements of the act of Congress approved April twenty-first, one thousand eight hundred and eight, entitled "An act concerning public contracts," and of the act of Congress approved June eighth, one thousand eight hundred and seventy-two, entitled "An act to revise, consolidate, and amend the statutes relating to the Post-Office Department."

In witness whereof, the said Postmaster-General has caused the seal of the Post-Office Department to be hereto affixed, and has attested the same by his signature, and the said contractor and his sureties have here-
37 unto set their hands and seals the day and year set opposite their names respectively.

J. N. DORRIS,
Postmaster-General.

Signed, sealed, and delivered in the presence of—
D. M. KEY.

And by the other parties hereto in the presence of—
WM. D. SMITH,
BYRON F. STRONG,
Witnesses.

Signed this 10th day of May, 1878. GEO. H. PIATT, [SEAL.]
Contractor.

Signed this 10th day of May, 1878. ELIJAH M. DUMPHY, [SEAL.]
Surety.

Signed this 10th day of May, 1878. JOHN R. WALSON, [SEAL.]
Signed this " day of " 1878. CHRISTIAN KENCK, [SEAL.]
Sureties.

POST-OFFICE, HELENA, MONT., *May* 10, 1878.

I hereby certify that Elijah M. Dumphy, John R. Watson, and Christian Kenck, of Helena, Montana, are good and sufficient sureties for the amount of the foregoing contract.

S. H. CONNEL,
Postmaster.

38 The schedule of departures and arrivals.

Leave Bozeman, Mon., Wed., & Fri. at 7 a. m.
Arrive at Tongue River, sixth days, by 7 p. m.
Leave " " " Mon., Wed., & Fri. at 7 a. m.
Arrive at Bozeman, sixth days, by 7 p. m.

Provided, that when more than seven minutes are taken for opening and closing the mails at any office, the surplus time so taken is to be allowed in addition to the time fixed in this schedule.

Certificate of the oath of mail contractors required by act of Congress of June 8, 1872, as amended by act of March 5, 1874, 18th Stats., p. 19.

[Take this oath after signing the foregoing contract.]

I, George H. Piatt, being "employed in the care, custody, and conveyance of the mail," as contractor on route No. 36107, from Bozeman to Tongue River, Ter. of Montana, do swear that I will faithfully
39 perform all the duties required of me, and abstain from everything forbidden by the laws in relation to the establishment of post-offices and post roads within the United States; and that I will honestly and truly account for and pay over any moneys belonging to the said United States which may come into my possession or control.

And I do further solemnly swear that I will support and defend the Constitution of the United States against all enemies, foreign or domestic. So help me God.

GEORGE H. PIATT,
Contractor.

COUNTY OF LEWIS AND CLARK',
Ter. of Montana, ss:

Sworn before the subscriber, a notary public for the county and Ter. aforesaid, this 10th day of May, A. D. 1878; and I also certify that the person above named is above the age of twenty-one years, to the
40 best of my knowledge and belief.

[SEAL.] JOS. K. TOOLE,
Notary Public.

NOTE.—When the oath is taken before a justice of the peace, or any other officer not using a seal, except a judge of a United States court, the certificate of the clerk of a court of record must be added, under his seal of office, that the person who administered the oath is duly qualified as such officer.

Certificate F.—Exhibit A.

OFFICE OF THE AUDITOR OF THE TREASURY
FOR THE POST-OFFICE DEPARTMENT.

I, R. F. Crowell, Auditor of the Treasury for the Post-Office Department, do hereby certify the annexed to be a true and correct statement from the records of this office of the account of George H. Piatt, late contractor for the transportation of the mails on route No. 36107 in Montana Territory from July 1st, 1878, to June 30th, 1882.

In testimony whereof, I have hereunto signed my name, and caused to be affixed my seal of office, at the city of Washington, District of Columbia, this second day of October, in the year of our Lord one thousand eight hundred and eighty-four.

[SEAL.] R. F. CROWELL,
Auditor.

Statement of account.

DR. *George H. Piatt, Montana, contractor, in account with the United States.* CR.

Route.			Route.		
36107	To collections, 3rd qr., 1878	37.40	36107	By transportation, 3rd qr., 1878	4,125.00
"	" deduction, "	26.35	"	" " 4th " "	4,842.39
"	" warrant favor M. Salisbury, atty	4,098.65	"	" " 1st " 1879	8,899.54
"	" " " " " subcont'r	4,804.99	"	" " 2nd " "	9,047.16
"	" deduction, 1st qr., 1879	817.25	"	" " 3rd " "	17,212.24
"	" fine, " "	25.00	"	" " 4th " "	21,316.70
"	" warrant favor M. Salisbury	8,057.29	"	" " 1st " 1880	21,316.70
"	" deduction, 2nd qr., 1879	291.87	"	" " 2nd " "	19,567.95
"	" warrant favor M. Salisbury	8,755.29	"	" one month's extra pay on service	
"	" deduction, 3rd qr., 1879	1,806.71	"	" dispensed with under order Apl. 9, 1880	688.90
"	" warrant favor M. Salisbury	15,405.53	"	" remission of deduction	1,363.56
"	" deduction, 4th qr., 1879	2,181.16	"	" " "	1,247.57
"	" warrant favor M. Salisbury	19,135.54	"	" transportation, 3rd qr., 1880	19,249.99
"	" deduction, 1st qr., 1880	2,065.17			
"	" warrant from M. Salisbury	19,251.53			
"	" deduction, 2nd qr., 1880	1,217.01			
"	" warrant favor M. Salisbury	19,939.84			
"	" " " "	2,611.13			
"	" deduction, 3rd qr., 1880	431.50			
"	" warrant favor Lewis Johnson & Co., assignees	18,818.49			
	Forward	128,877.70		Forward	$128,877.70

42]

Route.			Route.		
36107	To amt. brought forward	128,877.70	36107	By amt. brought forward	128,877.70
"	" warrant favor Lewis Johnson & Co., assignees	19,249.99	"	" transportation, 4th qr., 1880	19,249.99
"	" deduction, 1st qr., 1881	7,427.92	"	" " 1st " 1881	19,249.99
"	" warrant favor Lewis Johnson & Co., assignees	11,822.07	"	" " 2nd " "	19,249.99
"	" deduction, 2nd qr., 1881	1,333.26	"	" remission of deduction	3,459.18
"	" warrant favor M. Salisbury	17,916.73	"	" " "	223.09
"	" " " " "	3,682.27	"	" transportation, 3rd qr., 1881	19,249.99
"	" deduction, 3rd qr., 1881	63.19	"	" " 4th " "	19,249.99
"	" warrant favor M. Salisbury	19,186.80	"	" " 1st " 1882	19,249.99
"	" deduction, 4th qr., 1881	142.39	"	" " 2nd " "	19,249.99
"	" warrant favor M. Salisbury	19,107.60	"	" remission of deduction	405.00
"	" deduction, 1st qr., 1882	594.13			
"	" warrant favor M. Salisbury	18,655.86			
"	" deduction, 2nd qr., 1882	1,297.56			
"	" warrant favor M. Salisbury, 4163, N. Y., Aug. 8, '82	17,952.43			
"	" warrant 4986, New York, Aug. 21, '82	405.00			
		267,714.90			267,714.90

OFFICE OF THE AUDITOR OF THE TREASURY FOR THE POST-OFFICE DEPARTMENT, *Washington, D. C., October 1st, 1884.*

R. F. CROWELL, *Auditor.*

43 *Certificate (F.)—Exhibit B.*

OFFICE OF THE AUDITOR OF THE TREASURY
FOR THE POST-OFFICE DEPARTMENT.

I, R. F. Crowell, Auditor of the Treasury for the Post-Office Department, do hereby certify the annexed to be a true and correct copy of the original power of attorney of George H. Piatt, contractor for the transportation of the mails on route No. 36107, in Montana Territory, in favor of Monroe Salisbury.

In testimony whereof I have hereunto signed my name and caused to be affixed my seal of office, at the city of Washington, District of Columbia, this second day of October, in the year of our Lord one thousand eight hundred and eighty four.

R. F. CROWELL,
Auditor.

44 Know all men by these presents that I, George H. Piatt, of the city of Helena, county of Lewis & Clarke, and Territory of Montana, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Monroe Salisbury, of the city of Salt Lake, in the Territory of Utah, my true and lawful attorney, irrevocable for me, and in my name, place, and stead, to collect from the Auditor of the Treasury of the United States for the Post-Office Department any and all pay that may become due from the said Post-Office Department for carrying the mails on route numbered 36107, from Bozeman to Tongue River, Montana Territory, for services performed or to be performed between the 1st day of July, A. D. 1878, and the 30th day of June, A. D. 1882, for me, and in my name, place, and stead, to sign all Post-Office
45 orders, acknowledgments, receipts, warrants, &c., to accept or refuse to accept, as he may judge best, any service that may be offered to me on said route; and in case my said attorney may judge best and decides to accept such service he may enter into any further or additional contract in my name with the Postmaster-General of the United States for such service on said route, and may endorse my name upon any warrant, draft, check, order, or other evidence of indebtedness and negotiate the same, and may draw drafts or orders for the payment of money on the Auditor of the Treasury for the Post-Office Department for any portion or for all the moneys that may be due or hereafter may become due to me under my said contract, or any contract which may hereafter be entered into by me or in my name on said route.

46 Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing requisite and necessary in and about the premises as fully to all intents and purposes as I might or could do if personally present at the doing thereof; with full power of substitution and revocation, hereby ratifying and confirming all my said attorney or his substitute may lawfully do or cause to be done by virtue of these presents.

And I do hereby declare this to be a power coupled with an interest, and wholly irrevocable by me, or any one acting through, by, or under me, and that this power shall remain in full force and effect until the 30th day of June, A. D. 1882.

In witness whereof I have hereunto subscribed my name and
47 affixed my seal this 15th day of August, A. D. 1878.
(Signed) GEO. H. PIATT. [SEAL.]

In presence of—
(Signed) W. E. CULLEN.
(Signed) M. SALISBURY.

MONTANA TERRITORY,
Lewis and Clarke County, ss.

Be it remembered that on this 15th day of August, A. D. 1878, before the undersigned, a notary public within and for said county and Territory, personally appearing came Geo. H. Piatt, to me personally known to be the same person mentioned in and who executed the foregoing power of attorney, and he acknowledged to me that he had executed the same freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and notarial seal.

[SEAL.] (Signed) W. E. CULLEN,
Notary Public.

48 *Exhibit C.*

POST-OFFICE DEPARTMENT,
Washington, D. C., October 3, 1884.

I certify that the annexed is a true copy taken from the files and records of this Department.

In testimony whereof I have hereto set my hand, and caused the seal of the Post-Office Department to be affixed, the day and year above written.

[SEAL.] H. D. LYMAN,
Acting Postmaster-General.

Know all men by these presents, that I, George H. Piatt, contractor for conveying the mails of the United States on postal route No. 36107, from Bozeman, in Gallatin Co., in Montana Territory, to Tongue River, in Custer Co., in said Territory of Montana, being the same advertised
49 "Post-Office Department, Washington, Nov. 1st, 1877," commencing July 1, 1878, and ending June 30, 1882, have this day let and subcontracted the conveying of the said United States mail on said postal route No. 36107 and as above described to Monroe Salisbury; said subcontract to commence from the date hereof and end on June 30, 1882.

The consideration of the said subcontracting for conveying the United States mail on said postal route, No. 36107, to said Monroe Salisbury, being that the said Monroe Salisbury shall, in all things faithfully and well execute the contract of myself, with the Government of the United States for conveying the United States mail on said postal route No. 36107.

All interlineations made before signing.

50 Witness my hand and seal this 13th day of December, 1878.
(Signed) GEO. H. PIATT, [SEAL.]
Contractor.
M. SALISBURY.

Witness:
(Signed) TH. R. EDWARDS.
(Signed) DAVIS WILLSON.

Exhibit D. 36107

POST-OFFICE DEPARTMENT,
Washington, D. C., August 1st, 1883.

I, A. D. Hazen, Acting Postmaster-General of the United States of America, certify that the annexed is a true copy of the original affidavit on file in this Department.

In testimony whereof, I have hereto set my hand, and caused the seal of the Post-Office Department to be affixed, at the city of Washington, the day and year above written.

[SEAL.]

A. D. HAZEN,
Acting Postmaster-General.

51 36107.

HON. SECOND ASST. POSTMASTER-GENERAL,
Washington, D. C.

SIR: It takes 90 head of horses and 26 men to perform the service on route No. 36107, Bozeman and Tongue River, on the present schedule of 132 hours. Should you reduce the schedule to 72 hours in summer, and 96 hours in winter, it would require 200 head of horses and 48 men to perform mail service.

(Signed) GEORGE H. PIATT,
Contractor.

MONTANA TERRITORY,
Lewis and Clarke County.

Geo. H. Piatt, being first duly sworn, says that he is the contractor who subscribed the foregoing letter, and that the facts therein stated are
52 true to the best of his knowledge, information, and belief.

(Signed) GEO. H. PIATT.

Subscribed and sworn to before me this 16th day of Aug., A. D. 1878.

(Signed) W. E. CULLEN,
Notary Public, M. T.

Exhibit E.

Route No. 36107. Bozeman to Fort Keogh, Montana. Contract term, July 1, 1878 to June 30, 1892. Contractor, George H. Piatt. Subcontr., M. Salisbury (from Oct. 1, 1878).

Cost of service was as follows:

From July 1, 1878, to Dec. 15, 1878,	@	$16,500.00	per	annum	.....	$7,532.61
" Dec. 16, 1878, " Feby. 2, 1879,	"	33,000.00	"	"	.....	4,459.78
" Feby. 3, 1879, " July 31, 1879,	"	36,542.92	"	"	.....	18,000.03
" Aug. 1, 1879, " Ap'l 14, 1880,	"	85,266.81	"	"	.....	60,046.79
" Ap'l 15, 1880, " June 30, 1882,	"	76,999.95	"	"	.....	170,288.34
Additional allowance on service dispensed with, viz:						
By order of Aug. 9, 1880, 1 mo's extra pay	@	$8,266.86	per	annum	.....	688.90
Total allowance for service					.....	$261,016.45
The Auditor settling by quarters made this amount greater by					.....	.05
						$261,016.50

Deductions were made as follows:

53	Quarter ended Sep. 30, 1878	$26.35	
	" " Mar. 31, 1879	817.25	
	Quarter ended Mar. 31, 1879 (fine)	25.00	
	" " June 30, 1879	291.87	
	" " Sep. 30, 1879	1,806.71	
	" " Dec. 31, 1879	2,181.16	
	" " Mar. 31, 1880	2,065.17	
	" " June 30, 1880	1,217.01	
	" " Sep. 30, 1880	431.50	
	" " Mar. 31, 1881	7,427.92	
	" " June 30, 1881	1,333.26	
	" " Sep. 30, 1881	63.19	
	" " Dec. 31, 1881	142.39	
	" " Mar. 31, 1882	294.13	
	" " " " (fine)	300.00	
	" " June 30, 1882	1,297.56	
	Total deduction		$19,720.47

Remissions were made as follows:

	Quarter ended Dec. 31, 1879	$1,363.56	
	" " Mar. 31, 1880	1,247.57	
	" " Mar. 31, 1881	3,459.18	
	" " June 30, 1881	223.09	
	" " Mar. 31, 1882	405.00	
	Total remission		6,698.40
	Total deduction not remitted		$13,022.07

54 RECAPITULATION.

Total allowance for service	$261,016.50
Total deduction not remitted	13,022.07
Amount actually paid for service	247,994.43

Pay on the basis of stock and carriers actually employed would have been as follows:

From July 1, 1878, to Dec. 15, 1878, @ $16,500.00 p. a.					$7,532.61
" Dec. 16, 1878, " Feb'y 2, 1879, "	19,060.34	"			2,575.91
" Feb'y 3, 1879, " July 31, 1879, "	21,106.68	"			10,396.57
" Aug. 1, 1879, " Ap'l 14, 1880, "	49,248.92	"			34,692.19
" Ap'l 15, 1880, " June 30, 1882, "	44,474.04	"			98,356.07
Additional allowance on services dispensed with, viz:					
By order of Ap'l 9, 1880, 1 mo.'s extra pay, @ $4,774.82 p. a					397.90
Total allowance on new basis					153,951.25

Deductions on new basis would have been as follows:

	Quarter ended Sep. 30, 1878	$26.44	
	" " Mar. 31, 1879	473.41	
	" " " " (fine)	25.00	
	" " June 30, 1879	169.07	
	" " Sep. 30, 1879	812.24	
	" " Dec. 31, 1879	684.76	
	Car'd for'd	2,190.92	
55	Bro't for'd	2,190.92	
	Quarter ended Mar. 31, 1880	665.76	
	Quarter ended June 30, 1880	255.63	
	" " Sep. 30, 1880	66.94	
	" " Mar. 31, 1881	2,578.16	

Quarter ended June 30, 1881	$251.43	
" " Sep. 30, 1881	9.80	
" " Dec. 31, 1881	22.26	
" " Mar. 31, 1882	134.00	
" " " " " (fine)	300.00	
" " June 30, 1882	188.98	
Total deduction on new basis		$6,663.88

Remissions on new basis would have been as follows:

Quarter ended Dec. 31, 1879	$211.54	
" " Mar. 31, 1880	193.54	
" " Mar. 31, 1881	305.84	
" " June 30, 1881	34.94	
" " Mar. 31, 1882	405.00	
Total remission on new basis		1,150.86
Total deduction less remission on new basis		$5,513.02

RECAPITULATION.

Total allowance for service on new basis	$163,951.25
Total deduction less remissions	5,513.02
Amount which should have been paid for service	$148,438.23

56 FINAL RECAPITULATION.

Amount actually paid for service	$247,994.43
Amount which should have been paid	148,438.23
Amount to be recouped	$99,556.20

(Endorsed:) Filed February 28, 1885. L. S. B. Sawyer, clerk.

57 *Summons.*

United States of America. Circuit court of the United States, ninth circuit, district of California.

THE UNITED STATES OF AMERICA, PLAINTIFF,
vs.
GEORGE H. PIATT AND MONROE SALISBURY, defendants.

Action brought in the said circuit court, and the complaint filed in the office of the clerk of said circuit court, in the city and county of San Francisco.

The President of the United States of America, greeting, to George H. Piatt and Monroe Salisbury:

You are hereby required to appear in an action brought against you by the above-named plaintiff in the circuit court of the United States, ninth circuit, in and for the district of California, and to file your plea, answer, or demurrer, to the complaint filed therein (a certified copy of which accompanies this summons) in the office of the clerk of said court, in the city and county of San Francisco, within ten days after the service

on you of this summons—if served in this county, or if served out of this county, within thirty days—or judgment by default will be taken against you.

The said action is brought to recover from you the sum of ninety-nine thousand five hundred and fifty-six $\frac{20}{100}$ dollars, money alleged to have been had and recovered by you and paid by said plaintiff to you by reason of your false and fraudulent representations, &c., together with interest thereon from the 21st of August, 1882, at the rate of six per centum per annum, and the costs of this action, all of which is more fully set out in the complaint on file herein, to which reference is hereby made; and if you fail to appear and plead, answer, or demur, as herein required, your default will be entered and the plaintiff will take judgment against you, said defendants, for the said sum of $99,556\frac{20}{100}$, together with interest thereon as aforesaid and the cost of this action.

Witness, the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 28th day of February, in the year of our Lord one thousand eight hundred and eighty-five, and of our Independence the 109th.

[SEAL.] L. S. B. SAWYER,
Clerk.

58 UNITED STATES MARSHAL'S OFFICE,
DISTRICT OF CALIFORNIA.

I hereby certify that I received the within writ on the 13th day of March, 1885, and personally served the same on the 1st day of April, 1885, by delivering to, and leaving with, Monroe Salisbury, said defendant named therein personally, at the city and county of San Francisco, in said district, a certified copy thereof, together with a copy of the complaint, certified to by L. S. B. Sawyer, clerk U. S. circuit court, attached thereto.

M. M. DREW,
U. S. Marshal.
By W. L. MCEWEN,
Deputy.

SAN FRANCISCO, *April 1st*, 1885.

(Endorsed:) No. 3625. U. S. circuit court, ninth circuit, district of California. The United States of America vs. George H. Piatt and Monroe Salisbury. Summons. S. G. Hilborn, plaintiff's attorney. Filed April 1, 1885. L. S. B. Sawyer, clerk; by F. D. Monckton, deputy clerk.

59 *Demurrer of Monroe Salisbury.*

In the United States circuit court, ninth circuit, district of California.

UNITED STATES OF AMERICA, PLAINTIFF,
vs.
GEORGE H. PIATT AND MONROE SALISBURY, defendants. } No. 3625.

Now comes the defendant, Monroe Salisbury, and demurs to the complaint of plaintiff filed herein, and specifies as grounds of demurrer—

1st. That the complaint does not state facts sufficient to constitute a cause of action against this defendant.

That the first cause of action therein attempted to be set out does not state facts sufficient to constitute a cause of action against this defendant.

That the second cause of action therein attempted to be set out
60 does not state facts sufficient to constitute a cause of action against this defendant.

That the third cause of action therein attempted to be set out does not state facts sufficient to constitute a cause of action against this defendant.

2d. That there is a misjoinder of parties defendant in the first cause of action in said complaint attempted to be set out in this.

(A.) That one George H. Piatt and Monroe Salisbury are joined as defendants herein, and it cannot be ascertained from said complaint that said George H. Piatt and Monroe Salisbury are jointly liable or liable at all to said plaintiff.

(B.) That the defendant, Salisbury, is united with the defendant,
61 Piatt, in respect to matters prior to the 13th day of December, 1878, which could not, in any event, constitute a cause of action against the said defendant, Salisbury.

(C) That the defendant, Salisbury, is united with the defendant, Piatt, in respect to matters subsequent to the 13th day of December, 1878, which do not constitute a cause of action against the said defendant, Salisbury.

That there is a misjoinder of parties defendant in the second cause of action in said complaint attempted to be set out in this, that one George H. Piatt and Monroe Salisbury are joined as defendants therein, and it cannot be ascertained from said complaint that said George H. Piatt and Monroe Salisbury are jointly liable or liable at all to said plaintiff.

That there is a misjoinder of parties, defendant in the third
62 cause of action in said complaint attempted to be set out in this:

(A) That one George H. Piatt and Monroe Salisbury are joined as defendants therein, and it cannot be ascertained from said complaint that said George H. Piatt and Monroe Salisbury are jointly liable, or liable at all, to said plaintiff.

(B) That the defendant, Salisbury, is united with the defendant, Piatt, in respect to matters prior to the 13th day of December, 1878, which could not in any event constitute a cause of action against the said defendant, Salisbury.

(C) That the defendant, Salisbury, is united with the defendant, Piatt, in respect to matters subsequent to the 13th day of December, 1878, which do not constitute a cause of action against the defendant, Salisbury.

63 3d. That several causes of action have been improperly united in the first cause of action in said complaint, attempted to be set out in this.

(A) A cause of action against the defendant, Salisbury, is attempted to be set out, and is joined with a cause of action against the defendant, Piatt, without showing a joint liability from the defendants herein to plaintiff.

(B) A cause of action against the defendant, Salisbury, is attempted to be set out in respect to matters subsequent to the 13th day of December, 1878, and is joined with a cause of action against the defendant, Piatt, alone accruing prior to said 13th day of December, 1878.

64 That several causes of action have been improperly united in the third cause of action in said complaint attempted to be set out in this.

(A) A cause of action against the defendant, Salisbury, is attempted to be set out and is joined with a cause of action against the defendant, Piatt, without showing a joint liability from the defendants herein to plaintiff.

(B) A cause of action against the defendant, Salisbury, is attempted to be set out in *re*respect to matters prior to the 13th day of December, 1878, and is joined with a cause of action against the defendant, Piatt, alone accruing prior to said 13th day of December, 1878.

4th. That the first cause of action attempted to be set out in said complaint is ambiguous, unintellig'ble, and uncertain, in this; that it
65 does not appear from said complaint what false and fraudulent vouchers, if any, were presented to the Post-Office Department, nor does it appear therefrom in any way, how, or in what manner, or by whom, such false and fraudulent vouchers were made, or where presented to said Post-Office Department, if presented at all.

Wherefore, the said defendant, Monroe Salisbury, prays judgment to be dismissed hence without day, and for his costs.

E. B. YOUNG,
Attorney for defendant, Monroe Salisbury.

I hereby certify that, in my opinion, this demurrer is well founded in points of law.

E. B. YOUNG,
Attorney for defendant, Monroe Salisbury.

66 (Endorsed:) Due service of the within demurrer, and receipt of a copy thereof admitted this 10th day of July, A. D. 1885. S. G. Hilborn, attorney for plaintiff. Filed July 10, 1885, L. S. B. Sawyer, clerk.

67 *Order sustaining demurrer.*

At a stated term, to wit, the July term, A. D. 1890, of the circuit court of the United States of America, of the ninth judicial circuit in and for the northern district of California, held at the court room in the city and county of San Francisco, on Monday the 15th day of September, in the year of our Lord one thousand eight hundred and ninety.

Present: The honorable Lorenzo Sawyer, circuit judge.

THE UNITED STATES OF AMERICA)
vs.) No. 3625.
GEO. H. PIATT ET AL.)

The demurrer of the complainant herein heretofore argued and submitted to the court for consideration and decision having been duly considered, it is ordered that said demurrer be and the same hereby is
68 sustained, the complaint dismissed, and judgment entered herein accordingly.

69 *Judgment.*

In the circuit court of the United States, ninth judicial circuit, northern district of California.

THE UNITED STATES OF AMERICA
vs.
GEORGE H. PIATT ET AL. } No. 3625.

The court having sustained the demurrer of defendants to the complaint of plaintiff, and ordered that said plaintiffs complaint herein be dismissed;

Now, therefore, by virtue of the law, and by reason of the premises aforesaid, it is considered by the court that the plaintiff take nothing by this action, and that the defendants go hereof without day.

Judgment entered September 15, 1890.

L. S. B. SAWYER, *Clerk.*

70 I hereby certify that the foregoing is a full, true, and correct copy of an original judgment entered in the above entitled cause.

Attest my hand and the seal of said circuit court this 15th day of September, A. D. 1890.

L. S. B. SAWYER, *Clerk.*

(Endorsed:) Filed Sept. 15, 1890. L. S. B. Sawyer, clerk.

71 In the circuit court of the United States, ninth judicial circuit, in and for the northern district of California.

UNITED STATES
vs.
GEO. H. PIATT ET AL. } No. 3625.

I, L. S. B. Sawyer, clerk of the circuit court of the United States for the ninth judicial circuit, northern district of California, do hereby certify that the foregoing papers hereto annexed constitute the judgment roll in the above-entitled action.

Attest my hand and the seal of said circuit court, this 15th day of Sept., 1890.

[SEAL.]

L. S. B. SAWYER, *Clerk.*
By F. D. MONCKTON,
Deputy Clerk.

(Endorsed:) Judgment roll, filed Sept. 15, 1890. L. S. B. Sawyer, clerk. By F. D. Monckton, deputy clerk.

72 In the circuit court of the United States of America of the ninth judicial circuit, in and for the northern district of California.

THE UNITED STATES OF AMERICA, PLAINTIFF,
vs.
GEORGE H. PIATT AND MONROE SALISBURY, defendants. } No. 3625.

I, L. S. B. Sawyer, clerk of the circuit court of the United States of America of the ninth judicial circuit, in and for the northern district of

California, do hereby certify that the foregoing seventy-one written and printed pages, numbered from 1 to 71, inclusive, are a full, true, and correct copy of the record and of the proceedings in the above and therein entitled cause, and that the same together constitute the return to the annexed writ of error.

73 Witness my hand and the seal of said circuit court this 22d day of April, A. D. 1891.

[SEAL.] L. S. B. SAWYER, *Clerk.*

74 UNITED STATES OF AMERICA, ss:

The President of the United States of America to the judges of the circuit court of the United States of the ninth judicial circuit, in and for the northern district of California, greeting:

Because in the record and proceedings, and also in the rendition of the judgment of a plea which is in the said circuit court, before you between the United States of America are plaintiffs and plaintiffs in error and George H. Piatt and Monroe Salisbury are defendants and defendants in error, a manifest error hath happened, to the great damage of the said United States of America, as by their complaint appears, and it being fit that the error, if any there hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at the city of Washington, District of Columbia, on the fourteenth day of May next, in the said Supreme Court, to be there and then held that the record and proceedings aforesaid be inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the law and custom of the United States should be done.

Witness, the Hon. Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 16th day of March, in the year of our Lord one thousand eight hundred and ninety-one, and of the independence of the United States the one hundred and fifteenth.

[SEAL.] L. S. B. SAWYER,
Clerk of the Circuit Court of the United States for the Northern District of California.

The above writ of error is hereby allowed.

LORENZO SAWYER,
Circuit Judge, Ninth Judicial Circuit.

75 The answer of the judges of the circuit court of the United States for the northern district of California.

The record and all proceedings of the plaint whereof mention is within made with all things touching the same, we certify under the seal of our said court to the Supreme Court of the United States, within mentioned, at the day and place within contained in a certain schedule to this writ annexed as within we are commanded.

By the court.

[SEAL.] L. S. B. SAWYER, *Clerk.*

(Indorsed): No. 3625. United States Supreme Court. The United States of America, plaintiffs and plaintiffs in error, vs. George H. Piatt et al., defendants and defendants in error. Writ of error. Filed April 15, 1891. L. S. B. Sawyer, clerk.

76 UNITED STATES OF AMERICA, ss.

To George H. Piatt and Monroe Salisbury, greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States, to be held at the city of Washington, in the District of Columbia, on the 14th day of May, A. D. 1891, pursuant to a writ of error filed in the office of the clerk of the circuit court of the United States of America of the ninth judicial circuit, in and for the northern district of California, wherein the United States of America are plaintiffs and plaintiffs in error and you are defendants and defendants in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Lorenzo Sawyer, judge of the circuit court of the United States of America of the ninth judicial circuit, this 16th day of March, A. D. 1891, and of the independence of the United States, the one hundred and fifteenth.

LORENZO SAWYER,
U. S. Circuit Judge, Ninth Judicial Circuit.

77 (Indorsed:) No. 3625. In the Supreme Court of the United States. The United States of America, plaintiffs and plaintiffs in error, vs. George H. Piatt et al., defendants and defendants in error. Citation. Service of a copy of the within citation is hereby admitted this 15th day of Apl., 1891. E. B. Young, atty. for defendants and defendants in error. Filed April 15, 1891. L. S. B. Sawyer, clerk.

78 (Indorsement on cover:) Supreme Court U. S. Clerk's office. Received May 16, 1891. No. 166. 14643. The United States, plaintiff in error, vs. George H. Piatt and Monroe Salisbury. N. California. C. C. U. S. Filed May 16, 1891.